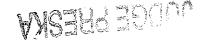
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Himisl4,
ATLAS SHIPPING A/S,
SOUTHERN DISTRICT OF NEW YORK UNITED STATES DISTRICT COURT

EURO-SCRAP ALLIANCE BV,

Defendant.

Plaintiff, ATLAS SHIPPING A/S ("Plaintiff"), by and through its attorneys, Lennon,

VERIFIED COMPLAINT

Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, EURO-SCRAP ALLIANCE BY (hereinafter referred to as "Defendant") alleges, upon information and

belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the

Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 et seq., and this Court's federal question jurisdiction, 28 United States Code § 1331.

2. At all times material to this action, Plaintiff was, and still is, a foreign corporation,

or other business entity organized and existing under foreign law with a principal place of

business in Copenhagen, Denmark.

3. Upon information and belief, Defendant was, and still is, a foreign corporation, or

other business entity organized and existing under foreign law with a principal place of business

in s'Gravendeel, Netherlands.

- from Hamburg to Iskenderun. See charter party attached as Exhibit I. party form, Plaintiff chartered to Defendant the M/V ARTEMIDA for a carriage of scrap steel By a charter party entered into on August 16, 2007 on the GENCON 94 charter
- Specifically, pursuant to the Freight Recap dated November 23, 2007, Defendant charter party Defendant failed to pay the balance owing to Plaintiff despite due demand. demurrage for the Vessel. While Defendant effected partial payment to Plaintiff, in breach of the In the performance of the aforesaid voyage, there accrued charges for freight and

Defendant is liable. See Freight Recap attached as Exhibit 2. result of a six day and eighteen hour delay at the discharge port of Iskenderun for which earned by Plaintiff that Defendant promised to pay and \$300,001.50 is demurrage incurred as a has illegally withheld payment of \$519,616.50, of which \$219,615.00 is undisputed freight

London with English Law to apply. Plaintiff is preparing to commence arbitration against Pursuant to the charter party, all disputes were to be submitted to arbitration in

under English Law. As best as can now be estimated, Plaintiff expects to recover the following Interest, costs and attorneys' fees are routinely awarded to the prevailing party

amounts in the London arbitration:

C.

Defendant in London.

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· •	Interest on principal claim at 7% compounded quarterly for two years:	£4.13£,77\$
.А.	Principal claim:	605:919 <b>:</b> 615\$

.24.102,270 :IstoT Attorneys' fees and costs of arbitration:

The Defendant cannot be found within this District within the meaning of '6

\$78,523.52

Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

10. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States
Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, inter alia, any assets of the Defendant held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

# MHEKELOKE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

That the Court retain jurisdiction to compel the Defendant to arbitrate in

- accordance with the United States Arbitration Act, 9 U.S.C. § 1 et seq.;

  C. That since the Defendant cannot be found within this District pursuant to
- Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendant,

В.

Admiralty Rule B answer the matters alleged in the Complaint; persons claiming any interest in the same be cited to appear and pursuant to Supplemental in the amount of \$675,501.45 calculated to date to secure the Plaintiff's claims, and that all

That this Court recognize and confirm any arbitration award(s) or judgment(s) .U

rendered on the claims set forth herein as a Judgment of this Court

That this Court retain jurisdiction over this matter through the entry of any

judgment or award associated with any of the claims currently pending, or which may be

initiated in the future, including any appeals thereof;

That this Court award Plaintiff its attorney's fees and costs of this action; and Ε.

That the Plaintiff have such other, further and different relief as the Court G.

may deem just and proper.

New York, NY Dated: January 8, 2008

ATLAS SHIPPING A/S, The Plaintiff,

Charles E. Murphy

LENNON, MURPHY & LENNON, LLC

The GrayBar Building

420 Lexington Ave., Suite 300

New York, NY 10170

(212) 490-6050 – phone

(212) 490-6070 - fax

# VLLOBNEX, S VERIFICATION

		County of New York )
New York City	::ss	(
		State of New York )

I. My name is Charles E. Murphy.

2. I am over 18 years of age, of sound mind, capable of making this

Verification, and fully competent to testify to all matters stated herein.

3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the

Plaintiff.

4. I have read the foregoing Verified Complaint and know the contents

thereof and believe the same to be true and accurate to the best of my knowledge, information

and belief.

5. The reason why this Verification is being made by the deponent and not

by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now

within this District.

6. The source of my knowledge and the grounds for my belief are the

statements made, and the documents and information received from, the Plaintiff and agents

and/or representatives of the Plaintiff.

I am authorized to make this Verification on behalf of the Plaintiff.

January 8, 2008 New York, NY

Dated:

Charles E. Murphy

Document 1

Exhibit 1

Document 1

This document is a computer generated GEWCOV 1994 form printed by authority of BINNCO. Any insection or deterion to the form must be clearly visible, in the devent of the original BINNCO approved document shall shall spin. BINNCO assumes on responses on responsibility for any loss, darinage or for shall shall be described from the original BINNCO approved document shall shall shall shall document.

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(a) State maximum amount for small dains/shortened arbitration (CL 19) 19(9) Fougon Clauses 20-50 both included 26. Additional clauses covering special provisions, if agreed also state Place of Arbitration) (if not filled in 19 (in shall apply) (CL. 19) 25. Law and Arbitration (state 19 (a), 19 (b) or 19 (c) of CL 19; if 19 (c) agreed 23. Freight Tax (state if for the Owners' account. (CL.13 (c)) 24. Brokerage commission and to whom payable (CLTS) 22. General Average to be adjusted at (CL. 12) USD 45.000 per daylpro rata, half despatch both ends Z4th august, 2007 20. Demurage rate and manner payable (loading and discharging) (CL.1) S1. Cancelling date (Cl. 9) Ektrans, iskenderun (a\_1) (gnignerhazib) zinagA .et (c) Total laytime for loading and discharging Schiffshriskontor Detra GmbH & Co KG, Hamburg non lani anines enoim 006.8 Printed by BIMCO's idea 18. Agents (loading) (CL 6) (b) Laylime for discharging 7.000 mions schine incl nor 77. Shippers/Place of business (CL. E) (a) Laytime for loading total laylinne for load, and disch., fill in c) only) (CL\_6) 12. State if vesselfs cargo handling gear shall not be used (CL\_5) 16. Layrime (if separate layrime for load, and disch. is agreed, fill in a) and b). If See Clause 47 USD 52,00 per metric tons intaken FIOS psuk account) (C) 4) 13. Freight rate (also state whether freight prepend or payable on delivery) (CL,A)14. Freight payment (state currency and method of payment; also beneficiary and 27.500/28,000 ts depending on bunkers) dangerous, none oily, no heavy pieces, upto max permissible draft at Hamburg, chrts guarantee 9,5m bw (owners estimate A full and complete cargo of steelscrap (HMS 1+2) stowage factor max 55 chit excluding motoriblocks/turnings, harmless none 12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (CL. 1) Hamburg 1 good safe berth, always affoat Iskenderun 1 good safe berdi, always alloat 10. Loading port or place (CL.1) 11. Discherging port or place (CLJ) 17th august, 2007 9. Expected ready to load (abt.) (CL.1) DAAL sij fold on summer load line in metric tons (spr.) (CL.1) 8. Present position [CL1] "ACIMETAA" ym See cl. 38 5. Vessel's name (CL 1) 6, GT/NT (CL.1) DK · X100 Cobenhagen Ø 20 grundkaj 11 NL - s'Gravendeel SIA Bridgids sella Euro-Scrap Alliance BV 3. Owners/Place of business (CL.1) 4. Charterers/Place of business (CL 1) Copenhagen, the 16th august, 2007 www.mkshipping.dk (To be used for trades for which no specially approved form is in force) DK \* 5840 Holfe Af nazasabli X UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994) M.K. Shipping ApS THE BALTIC AND INTERNATIONAL MARITIME COUNCIL **Shipbroker SECOMMENDED** 

Signature (Chanterers) Euro-Scrap Alliance B.V. S'Gravendeel	SIA Briggid2 sellA
lained in this Charter Party which shall include Part I as well as Part II. In the event of a	continued "CENCON" UNIFORM GENERAL CHARTER In mutually sgreed that this Contract shall be performed subject to the conditions con onlited of conditions and I to the extensions of Part I to the extensions of the extensions.

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(a) Costs/disks
The cargo shall be brought into the holds, loaded, stowed and/or trimmed, while the brought into the holds, loaded, stowed and/or trimmed. The cargo shall be brought and discharged by the Charlesers, free of any risk, liability and expense whatsoever to the Owners. The Charlesers shall be ownered in the Owners also the cargo on board, the Charlesers shall be responsible for use of all dumage evalibite on beard. The Charlesers shall be responsible for use of all dumage evalibite on beard. The Charlesers shall be responsible for use of all dumage evalibite on beard. The Charlesers shall be responsible for use of all dumage evalibite on beard. The Charlesers shall be responsible to the order of the cargo under t

### 5. LoadingDischarging

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(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the initisen quantity of cargo. Freight desined earned on cargo being loaded, discountiless, non-returnable, vessel and/or cargo fostwort lost decorated earned and near neumable. Vessel and/or cargo fost or not lost of decorated earned and near neumable. Vessel and/or cargo lost or not lost lost of mortios. It shall be decorated earned and near neumable. Vessel and/or cargo lost or not lost lost or not lost.

### Ingiera lo tnemysq

The Vessel has fiberly to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or ascist Vessels in all situations, and also to deviate for the purpose of saving life and/or properly.

#### Ceviation Clause

#### HUSTEDBAGE

the Owners or their Manager, And the Owners or delay ancing from any one of the Masser or delay and the Masser or delay and the Masser or drawn other person employed by the Owners on them the this Citause, be responsible, or from unseaworthiness of one other whole, but the this Citause, be responsible, or from unseaworthiness of the Wessel on the Masser or and only the Masser or and the Masser

The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of

### S. Owners' Responsibility Clause

of metric tons of deadweight capacity all hold on summer loadine stated in  $\underline{Box}$  or metric tons of deadweight capacity all hold on summer loadine stated in  $\underline{Box}$  and expected ready to load under this Charter Party about the date indicated in  $\underline{Box}$  9, and the party mentioned as the Thie said Vessol striat, as soon as her phot commitments have been completed, proceed to the loading port(s) or piace(s) stated in  $\underline{Box}$  10 or so near thereto as the may safely get and the always alload, and there load a full and complete cargo (if shipment of deek gays alload, and there to be at the Charterers' first and responsibility is stated to  $\underline{Box}$  12, which the Charterers bind themselves to responsibility is stated by  $\underline{Box}$  12, which the Charterers bind themselves to place(s) stated in  $\underline{Box}$  11 as ordered on signing Bills of Lading, or so near thereto as a she may safely get and the always alload, and there deliver the cargo.

named in Box 5, of the GTMT indicated in Box 6 and carrying about the number

It is agreed between the party mentioned in Box 3 as the Owners of the Vessel

to the Charterers shall be the new cancelling date. the seventh day after the new readiness date stated in the Owners' notification of cancelling, then this Chatter Party shall be deemed to be amended such trial the recept of the Owners' notice, it the Charlerers do not exercise their oplion Such option must be declared by the Chaderers within 48 24 numing hours after of cancelling the Charter Parly, or agree to a new cancelling date. readiness to load and asking whether the Charlerers will exercise their option Charterers thereof without detay stating the expected date of the Vessel's the Vessel will not be ready to load by the cancelling date, they shall notify the (b) Should the Owners anticipate that, despite the exercise of due difigence eancelling this Chance Park concelling date indicated in Box 21, the Chanterers size have the option of (s) Should the Vessel not be ready to lead (whether in berth or net) on the esticated cigiza сесолейну same. and for all other amounts due under this Charler Party including costs of respect of the cargo, for freight, deadfreight, demurage, claims for damages The Owners shall have a lien on the cargo and on all sub-freights payable in

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If, after inspection, the Vessel is found not to be ready in all respects to load discharge time lost after the discovery Intered until the Vessel is again ready to load/discharge shall not count as laytime. Inne used before commencement of laytime shall count. Inne used before commencement of laytime shall count.

Chartever, ar thoir argents associated to Box 19.

If the loading/discharging berth is not available on the Vessel's arrival at or off the design of the des

Layime for loading and dischaeging shall commence at 13.00 hours, if notice of notine by dischaeging shall commence and 13.00 hours next morting days if notice given during office hours after 12.00 hours. Motice of neading port to be given to the Shippers named in Box 12 or if not neadiness at loading port to be given to the Shippers named in Box 12 or if not neamed, to the Charterers or their agents named in Box 18, better of treadiness are the Charterers or a not treadiness.

(e) Commonsenion of payme (to apply one green dust)

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indicated in Box 16, weather permitting, Sundays and holidays excepted, which even time used shall earned. It which even time used shall earned. It shall be discharged within the number of running days/nours as indicated in Box 16, weather permitting, Sundays and holidays excepted, in which overlating shall count.

(a) Separate laytime for loading and discharging

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The cargo shall be loaded within the number of running dayshoule are successed in the cargo special or the cargo special or the second or the second

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there, the Master or the Owners may ask the Charterers to declare, that they at any time during the voyage to the port or ports of leading or after her arrival cargo, or any part of it, when the Vessel is ready to proceed from her last port or (a) If there is a strike or lock-out affecting or preventing the actual loading of the

#### IC General Strike Clause

-ресібе <del>од ст Аншинрия ја јалоше од ко</del>бе<del>лол</del> Brokors as Indomnity for the biller's oxpenses and work in case of more Height to be paid by the party responsible for such then execution to the le case of mon execution 1/3 of the brokerage on the estimated occurred of and demunage earned is due to the party mentioned in Box 24. A brokerage commission at the tate stated in Box 24 on the freight, dead-freight

#### 12. Brokerage

osding and the port of discharge as per 80x 18 and 19. to hoq

In every case the Owners shall appoint their own. Charteres' Again born at the 14. Agency

shall be for the Charterers' account. (c) On freight-Unless otherwise agreed in Box 23, taxes levied on the treight

customatily levied on the cargo, howspever the amount thereof may be (b) On cargo - The Charlerers shall pay all dues, charges, duties and laxes

levied on the Vessel, crewitting ad traight howsoever the amount thereof may be 201 (a) On Vessel -The Owners shall pay all dues, charges and taxes customarity

#### 13. Taxes and Dues Clause

consignees or owners of the goods to the Owners before delivery." sbecial charges thereon shall, il required, be made by the cargo, shippers, sufficient to cover the estimated contribution of the goods and any salvage and belonged to strangers. Such deposit as the Owners, or their agents, may deem Owners, salvage shall be paid for as fully as if the salving vessel or vessels incurred in respect of the cargo, if a salving vessel is owned or operated by the nature that may be made or incurred and shall pay salvage and special charges to the payment of any sacrifices, losses or expenses of a General Average of the owners of the cargo shall contribute with the Owners in General Average responsible, by statute, contract or otherwise, the cargo shippers, consignees not, for which, or for the consequence of which, the Owners are not voyage, resulting from any cause whatsoever, whether due to negligence or accident, danger, damage or disaster before or after the commencement of the the United States of America, the following Ciause shall apply: "In the event of If General Average is to be adjusted in accordance with the law and practice of Servants (see Clause 2).

even if same have been necessitated through neglect or detault of the Owners' thereof. Proprietors of cargo to pay the cargo's share in the general expenses 22 according to York-Antwerp Rules 1994 and any subsequent modification General Average shall be adjusted in London unless otherwise agreed in Box

# (2. General Average and New Jason Clause

colliding vessels or objects are at fault in respect of a collision or contact. in charge of any vessel or vessels or objects other than, or in addition to, the The foregoing provisions shall also apply where the owners, operators or those or her owners as part of their claim against the carrying Vessel or the Owners. cargo and set-off, recouped or recovered by the other or non-carrying vessel payable by the other or non-carrying vessel or her owners to the owners of said damage to, or any claim whatsoever of the owners of said cargo, paid or vessel or her owners in so lar as such loss or liability represents loss of, or indemnity the Owners against all loss or liability to the other or non-carrying management of the Vessel, the owners of the cargo carried hereunder will Mariner, Pilot or the servants of the Owners in the navigation or in the negligence of the other vessel and any act, neglect or default of the Master, If the Vessel comes into collision with another vessel as a result of the

## 11, Both-to-Blame Collision Clause

Under this Charlet Party. more onerous liabilities upon the Owners than those assumed by the Owners the terms or contents of such bills of lading impose or result in the imposition of that may arise from the signing of bills to leding as presented to the extent that Chanterers shall indemnify the Owners against all consequences or liabilities Owners to the agents, a copy of which is to be furnished to the Charlerers. The Party, or by the Owners' agents provided written authority has been given by "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charlet Bills of Lading shall be presented and signed by the Master as per the 10. Bills of Lading

conceiling the Charer Party as per sub-clause (a) of this Glause. case of the Vessel's further dulay, the Charlette shall have the optioned The provisions of sub-clause (b) of this Glause shall operate only once, and in

contracted for as the percentage which the extra distance represents to to additional freight which shall be the same percentage of the freight carried to the discharging port and if the extra distance exceeds 100 miles. loading port, to receive the full freight as though the cargo had been discharge and, if the discharge takes place at any port other than the shall be entitled to recover from the Charlerers the extra expenses of such of loading) in complete fulfilment of the Contract of Carriage. The Owners may discharge the cargo at any safe port of thos choice (including the port notice, the Charterers shall not have nominated such a port, the Owners cargo or any part thereof, and if within 48 hours of the receipt of such request the Charleters to nominate a sale port for the discharge of the exposed to War Risks. If it should so appear, the Owners may by notice on board the Vessel (or any one or more of them) may be, or are likely to be, Owners, the Vessel, her cargo (or any part thereof), crew or other persons completed, that, in the reasonable judgement of the Master and/or the any stage of the voyage thereafter before the discharge of the cargo is where it appears, either after the loading of the cargo commences, or at waterway, or to proceed to or remain at any port or place whatsoever, any voyage, or on any part thereof, or to proceed through any canal or or to sign Bills of Lading for any port or place, or to proceed or continue on (3) The Owners strall not be required to continue to load cargo for any voyage, bort or parts within 48 hours of receipt of notice of such requirement. Contract of Cernage if the Charterers shall not have nominated such sale within the range for loading or discharging, and may only cancel this first require the Charterers to nominate any other safe port which lies exposed, or may be likely to be exposed, to War Risks, the Owners shall the Vessel, her cargo, crew, or other persons onboard the Vessel reay be within a range of ports, and at the port or ports nominated by the Charterers Contract of Carriage provides that loading or discharging is to take place persons on board the Vessel to War Risks; provided always that it this expose, or may be likely to expose, the Vessel, her cargo, crew or other Contract of Carriage, or may refuse to perform such part or it as may Risks, the Owners may give notice to the Charlerers canceling this the Vessel, her cargo, crew or other persons on board the Vessel to wall the Contract of Carriage, or any part of it, may expose, or is likely to expose, reasonable judgement of the Master and/or the Owners, performance of (2) If at any time before the Vessel commences loading, it appears that in the persons on board the Vessel. likely to be or to become dangerous to the Vessel, her cargo, crew or other udgement of the Master and/or the Owners, may be dangerous or are or the Covernment of any state whatsoever, which, in the reasonable or otherwise howsoever), by any person, body, terrorist or political group, Vessels of certain flags or ownership, or against certain cargoes or crews whether imposed against all Vessels or imposed selectively against acts of terrorists, acts of hostility or malicious damage, blockades operations, the laying of mines (whether actual or reported), acts of piracy,

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War, Civil war, hostilites, revolution, rebellion, civil commotion, warnee (b) "Wat Risks" shall include any war (whether actual or threatened), act of management of the Vessel, and the Master; and disponent owners, managers or other operators who are charged with the (a) The "Owners" shall include the shipowners, bareboat charterers, (1) For the purpose of this Clause, the words:

#### 17. War Risks ("Voywar 1993")

preventing or effecting the actual loading or discharging of the cargo. Owners shall be responsible for the consequences of any strikes or lock-outs (c) Except for the obligations described above, neither the Charlerers nor the าบอกบอต้องต่

the height on the cargo delivered at the substituted port to be increased in except that if the distance to the substituted port exceeds 100 nautical miles, the same (reight as if she had discharged at the original port of destination, Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the discharge. On delivery of the cargo at such port, all conditions of this Owners have given notice to the Charleters of the stilke or lock-out affecting lock-out. Such orders to be given wilhin 48 hours after the Master or the port where she can safely discharge without risk of being detained by strike or payable until the completion of discharging, or of ordering the Vessel to a safe until the stake or lock-out terminates and thereafter full demurage shall be paying half demunage after expiration of the time provided for discharging keeping the Vessel waiting until such suite or lock-out is at an end against has not been settled within 48 hours, the Charlerers shall have the option of of the cargo on or after the Vessel's arrival at or off port of discharge and same (c) it there is a strike or lock-out affecting or preventing the actual discharging office cargo on the way for their own account.

same, (freight payable on loaded quantity only) having liberty to complete with Party. If part cargo has already been loaded, the Owners must proceed with within 24 hours, the Owners shall have the option of cencelling this Charter Charterers have given such declaration in writing (by telegram, if necessary) agree to reckon the laydays as if there were no strike or lock-out. Unless the

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expenses be thereby caused to the Charleters, freight being paid on quantity Vessel's expense but against payment of freight, provided that no extra cargo thus foaded under this Charter Party to be forwarded to destination at the Owners' benefit for any part or parts including part of discharge. Any part to proceed to any other port or ports with option of completing cargo for the advisable to leave, he has liberly to do so with what cargo he has on board and (b) If during loading the Master, for feat of the Vessel being frozen in, deems it Charter Party shall be null and void. Master for lear of being frozen in is at liberty to leave without cargo, and this on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Vessel is ready to proceed from her last port or at any time during the voyage or (a) in the event of the loading port being maccessible by reason of ice when the 18. General Ice Clause devision, but shall be considered as due fulliment of the Contract of Clause anything is done or not done, such shall not be deemed to be a (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this casiomary rouse. whether beckwards or torwards or in a contrary direction to the ordinary or Owners' own benefit and carry it to any other port or ports whatsoever, Owners under any provisions of this Clause, to load other cargo for the (в) миене свида изг иод реси зовяес он изг реси сиграндер ру сис be subject to internment, imphisonment or other sanctions; persons on board the Vessel when there is reason to believe that they may (e) to call at any other port to change the crew or any part thereof or other eucet the Vessel liable to confiscation as a contraband carrier; (q) to discusting at any other part any cargo or part thereof which may эте сћагдед мућ въет епfотсетнета; the Owners are subject, and to obey the orders and directions of those who give the same, and with national laws aimed at enforcing the same to which orders of any other Supranational body which has the right to issue and United Mations, any directives of the European Community, the effective (c) to comply with the terms of any resolution of the Security Council of the Of the war risks bisurance; risks underwriters who have the authority to give the same under the terms (b) to comply with the orders, directions or recommendations of any war bower to compet compliance with their orders or directions; other Government which so requires, or any body or group acting with the sells, or other Government to whose laws the Owners are subject or any ste given by the Government of the Nation under whose had the Vessel destinations, discharge of cargo, delivery or in any way whatsoever which departure, arrival, routes, saling in convoy, ports of call, stoppages, (a) to comply with all orders, directions, recommendations or advice as to -: Vited even liens lessev ent (c) extra distance represents to the distance of the normal and customary same percentage of the freight contracted for as the percentage which the extra distance exceeds 100 miles, to additional freight which shall be the this route will be taken, in this event the Owners shall be entitled, if the total to the discharging port, the Owners shall give notice to the Charterers that

in a voyage of the nature contracted for, and there is another longer route

(aucinging any carel or waterway) which is normally and customarily used

may be, or are likely to be, exposed to War Risks on any part of the route

Owners, the Vessel, her cargo, crew or other persons on board the Vessel

the distance of the normal and customary route, the Owners having a lien

arth nother selection of the Master and or the Master and/or the

on the cargo for such expenses and freight.

(4) If at any stage of the voyage after the loading of the cargo commences, it

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Сапіаде.

114 stage in include the stage for excepted stages at the stage and stage offers 914 kad bire ad flade you receiver and a had in 25 and in bounder a might an army --\*¿ \*og ur padde eviletaaje aleagui sametualle ale (v) prie (v) (t) ; CIB (it) IC 30x 35 in Part is not filled in sub-dause (it) of this Clause shall apply tri.tr र्मारत महास्थान अस्त कार्यकार प्रतिस्था के उत्तर के अस्ति का कार्यक कार्यक कार्यक कार्यक कार्यक कार्यक कार्यक क 510 क्ष<del>म् । जानम् । स्पन्नार्वते अस्माद्वाराज्ये सम्माद्वाराज्ये समाद्वाराज्ये सम्माद्वाराज्ये समाद्वाराज्ये समाद्वार समाद्वा</del> 212 te concentre di concentrat parts kody no dary sup lo mo forcoe sindop kry (d) ; LLb OLb 601 -Stotenhard amunital to years will to enabaser 4 realisation, boundaries and dispe ennebrook in beloubres ed lient nellovides ed 125, 100 in belots rougen ed 801 For disputes where the latal amount elabred by either party does not exceed 104 901

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parties hereto, and the third by the two co-chosen; their decision or that at any ad to thee yet beining as of or are show well in meaning earth of benefor spontal any disjunto arise our elibris Charler-Parly. Yre maner in dispute shall be THE A OFTION TURING PROPERTY OF DURING THE PURISH PROPERTY OF THE PURISH PROPERTY OF (b) This Chance Rany shall be governed by and construct in accordance with ASSOCIATION,

with the Small Claims Procedure of the London Maritime Arbitrators the amount stated in Box 25 \*\* the arbitration shall be conducted in accordance For disputes where the total amount daimed by either party does not exceed

fourteen days, failing which the decision of the single arbitrator appointed shall the other party's arbitrator, that party shall appoint their arbitrator within them, shall be linal. On the receipt by one party of the nomination in writing of arbitrator, the decision of the three-man tribunal thus constituted or any two of appointed by each party and the arbitrators so appointed shall appoint a third Unless the parties agree upon a sole arbitrator, one arbitrator shall be any sistutory modification or re-enactment thereof for the time being in force. arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or

English law and any dispute arising out of this Charlet Party shall be referred to (s) This Charlet Party shall be governed by and construed in accordance with

# 19. Law and Arbitration

bort to be increased in proportion. exceeds 100 nautical miles, the freight on the cargo delivered at the substituted the original port of destination, except that if the distance of the substituted port apply and the Vessel shall receive the same freight as if she had discharged at (c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall to proceed to the nearest accessible port where she can safely discharge. it advisable to teave, he has liberty to do so with what cargo he has on board and (b) If during discharging the Master for lear of the Vessel being frozen in deems TIONQUASED IO

Owners have given notice to the Charleters of the impossibility of reaching port detention by ice. Such orders to be given within 48 hours after the Master or the and immediately accessible port where she can safely discharge willrout risk of opening of navigation and paying demumage or of ordering the Vessel to a safe Charterers shall have the option of keeping the Vessel waiting until the re-(a) Should ice prevent the Vessel from reaching part of discharge the Port of discharge

agree to load full cargo at the open port. section (b) or to declare the Charter Party null and void unless the Charterers cardo ar rue oben bort and fill up elsewhere for their own account as under closed by ice, the Master or the Owners to be at liberty either to load the part (c) In case of more than one loading port, and if one or more of the ports are delivered (in proportion if lumpsum), all other conditions as per this Charter

### RIDER CHARTER PARTY

# Clause 20,

Owners are not allowed to sublet this Charter Party to third party.

### Clause 21,

decision shall be binding on both parties. disagreement as to condition of holds, the Master/Owners to arrange an independent surveyor whose satisfaction. Any cleaning and/or drying to be done in Owners' time and at Owners' expenses. In case of Vessel's holds to be steel floored. The vessel to be presented with clean, dry holds to Charterers/inspector's

Ramneck tape in order to avoid leakage into cargo. Owners undertake that vessel's hatch covers are waterlight; if necessary, Owners to arrange/pay for Charterers has the option to order the vessel to anchorage. Time and expenses to be for Owners account. the vessel is in fact ready to load/discharge is not to count. In case vessel is not loadready within 24 hours If after berthing the vessel is found not to be ready in all respects to load/discharge, the actual time lost until

### (∀ Clause 22.

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a qualified mutually acceptable surveyor at Charterers' expense. Quantity of cargo loaded on board the vessel shall be determined by draft survey carried out by

time lost caused by vessel's failure to comply shall be for Owners' account. starboard sides bow and stern to be clearly cut and marked on shell plating. Additional cost and correctness at the port of loading. Plimsoll marks at midship and draught marks at the port and placement scales, dead-weight scale and hydrostatic information, all certified by the Master as to and aft peak, double bottom tanks and deeptanks. Vessel is to furnish capacity plans, disthe vessel's light displacement. Vessel to furnish calibration scales for all tanks, including fore-The vessel is to be presented for loading in such trim and condition as to permit calculation of

### Clause 23.

these operations then shore hands to be employed by Charterers for their account and time. if local regulations permit. Time used not to count. If shore regulations do not permit vessel's crew to perform Opening/closing of hatches at loading/discharging port to be effected by Owners' crew and in Owners' time,

### Clause 24.

account Overtime to be for account of party ordering it. Overtime for officers and crew always to be for Owners'

# Clause 25.

ments. Falling this, such advances will be deducted from the freight. Owners to put agents in loading/discharging ports in funds prior leaving port for ship's ordinary disburse-

Clause 26.

hours definite notice of arrival of vessel at discharge port to M.K. Shipping ApS and to discharge port agent. mail@mkshipping.dk or by fax: +45-4550 5490. Master/Owners to give 7/5/3 days approximate and 48/24 notice of arrival of vessel at load port to load port agent and to M.K. Shipping ApS by e-mail: Master/Owners to give notice on fixing and thereafter 15/10/7/5/3 days approximate and 48/24 hours definite

Clause 31.

If shifting required, all shifting expenses to be for Charterers' account and shifting time to count as laytime. Vessel shall be warped as required. Such warping shall be for Charterers' account and time so used shall count. Charterers are allowed to shift the vessel alongside the pier, if needed, without any additional costs.

Clause 30.

Any extra insurance premium on the cargo levied by reason of vessel's age to be borne by the Charterers.

Unless caused by Charterers servants/stevedores, time lost due to breakdown or power failure not to count as laytime even if vessel already on demurage. However, in the event of the breakdown of any of vessels cranes and other ship equipment necessary for the loading, shifting or discharging of the cargo at any port of loading or discharge time shall be reduced in proportion to the number of helds/hatches gear/crane in which cargo operation were proceeding at the time of the breakdown. Helds gear/cranes in which cargo operation have already been completed at the relevant port of loading or discharging shall not be taken into consideration when calculating the proportion rata by which time shall be reduced.

by local authorities.

Owners/Master to allow Stevedore/Shore Crane drivers to operate vessels gear provided same are allowed

max I per hold both ends.

Vessel to supply at all time sufficient power for winches, cranes and all vessels gear in good working order during day and night, free of expense to Charterers. Charterers have free use of vessels light as on board for night work. Vessel to supply at all time, free of charge, electricity/power to drive Charterers grabs if shore power falls. (440 volt 3 phase 60 cycles and 40 kva per crane from the power supply panel in each crane-house). Supply subject to all wire/installation/cable to be supplied and installed and operated at Charterers house. Charterers also to have free use of vessels compressors as on board and shore cranes time and expense. Charterers also to have free use of vessels compressors as on board and shore cranes

Clause 28.

No cargo shall be loaded into deeptanks, bunkers and bridge spaces, tanks or any place not easily accessible to grabs, however, the Master may require cargo to be loaded in such places for the purpose of stability of the vessel and any expenses over and above the cost of normal loading, trimming and discharging shall be for Owners' account. Extra time used for loading and discharging into and/or from such places shall not count. The shippers are allowed to use forklifts or small bulldozers for trimming of the cargo places shall not count. The shippers are allowed to use forklifts or small bulldozers for trimming of the cargo places shall not count. The shippers are allowed to use forklifts or small bulldozers for trimming of the cargo.

All claims for damages caused by Stevedores to be settled directly between Owners and Stevedores at loading and discharging port. Master to notify Stevedores of damages, if any, in writing within 24 hours after occurrence, but always before departure of the vessel from the berth. Otherwise Stevedores not to be held liable. If Owners are unable to get prompt settlement from Stevedores, Charterers are to render all possible assistance in obtaining settlement. Any time for repair of stevedore damages shall count as laytime.

Clause 27.

The Stevedores, although appointed by Charlerers, Shippers or Receivers or their agents to be under the direction and control of the Captain, Charlerers, Shippers or Receivers shall not be responsible for the act of detault of the stevedores at the loading and discharging port(s).

any third party.

Terms and conditions of this Charter Party to be treated strictly confidential and are not to be disclosed to Clause 37.

or time on demurage.

lost as a result of delays in Owners procuring vessel's compliance documentation shall not count as laytime leave port without loading or unloading cargo, the Charter Party shall be cancelled with prejudice. Any time authority having jurisdiction prevents the vessel from conducting cargo operations and force the vessel to In the event the vessel is found not to be in compliance with the ISM Code and the competent official body or

ISM Code shall be for Owners' account. damage, expense or delay caused by failure on the part of the Owners or 'the Company' to comply with the Management Certificate (SMC) to the Charterers. Except as otherwise provided in this Charter Party, loss, request the Owners shall provide a copy of the relevant Documents of Compliance (DOC) and Safety and the Company' (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the vessel From the date of coming into force of the International Safety Management (ISM) Code in relation to the Clause 35 - Bimco Standard ISM clause.

whatever insurance penalty that might be assessed against the Charterers forthwith. before she has been completely discharged and released by the Receivers of the cargo, then Owners to pay into, under this Charter Party, Should Owners, contrary to the above guarantee, sell the vessel for break-up

Owners guarantee that the vessel is not intended for break-up upon completion of the engagement entered

frames which could hinder/delay operations. during this Charter Party. Owners confirm clear space in hold(s) without obstructions and without profruding maintained for the duration of this Charter Party. Owners warrant vessel's H&M shall be fully maintained without Charterers' written consent. Owners warrant that vessel is fully P&I covered and will be so Owners warrant that in current Charter Party vessel shall not change ownership and/or class and/or flag

rage at loading/discharging the Owners/Master have no right to clause the Bills of Lading with this claim. which may cause remarks into Bills of Lading and Charterers to provide new 'clean' cargo. In case of demur-MasterlOwners to sign Bills of Lading 'Clean on Board'. MasterlOwners have the right to reject any cargo, Clause 33.

Demurrage occurred at load/discharge to be settled per intaken/paid weight.

and Time Sheet, to be tendered within maximum 15 working days after completion of discharge. Balance freight and settlement of demurrage/despatch, if any, with relevant documentation incl. SOF, NOR Clause 32. clearly cut and marked on shell plating. Vessel to furnish Capacity Plan, Displacement Scale and tanks. Plimsoll marks, amidships and draft marks on port and starboard side, bow and stern midship to be Vessel to furnish a certified calibration scale for all tanks, including fore and aft peak and double bottom Clause 41,

actually used before commencement of laytime not to count. to count next working day at 08.00 hours after Notice of Readiness has been accepted. At both ends time pratique or not, whether customs cleared or not. No notice to be accepted before Lay/Can. At discharge time hours Monday to Sunday 08.00-17.00 hours, whether in port or not, whether in berth or not, whether in free berth, unless the berth is occupied. At discharge only Notice of Readiness can be tendered within office Notice of Readiness to be given at berth. Notice of Readiness may only be tendered if vessel is loadready at

to be evenly stowed/trimmed to satisfaction of master before loading balance of cargo. be dumped/dropped during loading. First layer of scrap, shredded if any, to be loaded first, and at height and Charterers undertake that loading of first layer of scrap not to be released until touching tanktop and not to Clause 39.

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grab.
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- electricty will be 380/440 v, 79 amper, 37/44 kw, 50/60 hz for each shore
  - vsl will be singledecker and suitble to discharge scrap cgo.

all details are given in good faith but wog

Clause 38 - vessels description:

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ids sieb lis
                                           pcwabt 4.5 t mgo
                                       elbi ogm 1 0.6 tds ioq
abt 12.50 knts on abt 27mts ifo 180 + abt 3mts mgo - ballast
 abt 12,50 knts on abt 29mts ifo180 + abt 3nts mgo - laden
                                          9Vnt 23696/14790
                                     megregor hatch covers
                                  TT.S1 x TT.S1 lls:T\E, 20n
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                                   17.21 x 06.01
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                                              ex 'free fighter' xe
                                                solmens vm -
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be kept in custody of the loadport agents until freight has been received by Owners' bankers. If Bills of Lading are marked 'freight prepaid' then 100% freight to be paid and original Bills of Lading are to

deemed earned on cargo being loaded, discountless/non returnable, vessel and/or cargo lost or not lost. per Charter Party' less commission, into Owners' nominated bank account, free of bank charges. Freight 95% payable latest within 3 banking days after signing/releasing Bills of Lading marked 'Freight payable as

Charterers have option to load and/or discharge overside ex/into barges and/or coaster vessels.

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the vessel upto full and complete with initially declared stowage factors of each grade, even if the vessel Owners, disponent Owners or Master to submit a written dead freight claim to shippers if shippers fall to load

ITF authorities.

Owners to guarantee that the employment of the crew to be covered by social security which is equivalent to and/or flag and/or crew, all time lost and expenses incurred shall be for Owners' account. In the event of labour boycott and any other discrimination against the vessel because of previous trade Clause 44

thereof.

Owners to comply with any law or regulation concern oil pollution and Owners' financial responsibility Clause 43.

ceases until repair is completed. Reberthing, shifting time and expenses to be for Owners' account. crane at least within 36 consecutive hours. Shifting time and expenses to be for Owners' account and time Charterers' right to unberth the vessel due to major gear breakdown in case Owners fail to employ shore

working normally, pro rata if smaller crane than vessels gearlcrane. Owners' expense which subject to Owners' approval and time to count same way as it vessel's gear is In the event of vessel's crane(s) breakdown, Charterers to have the option of employing shore cranes at

discharge operations, no time to be deducted in lieu until such time as they are required. available, provided all cranes required at the same time. In case broken down crane(s) are not required for In the event of vessel's crane(s) breakdown, time to count pro-rata to the number of vessel's cranes Clause 42.

fresh water or fuel oil while surveyor is taking draft and/or tank soundings. Vessel is not to take on, release or switch from one tank to another compartments to another any ballast,

The Bs/L. figures and the Owners to be responsible for the quantity loaded on his vessel as per the quantity shown on established by means of draft survey and the final quantity to be inserted on Bs/L to be as per draft survey paint any of her draft marks from the start of loading until the completion of discharge. The cargo intake to be privilege to make Photostat copy of the displacement scale used for the initial weighting. The vessel will not Deadweight Scale and same to be certified by Master as to the correctness at the time of loading. Charterers

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(B) (i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and any other information the Owners require to comply with the ISPS Code.

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account any delay caused by such failure shall be compensated at the demunrage rate.

(C) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the

ISPS Code, the following shall apply:

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code.

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code shall count as laytime or time on demurrage if the Vessel is on laytime or demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by the Charterers at the demurrage rate.

(D) Notwithstanding anything to the contrary provided in this Charter Party, any additional costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(E) It either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Clause 49.

Vessel will not call Greek Cyprus before discharge and owner/manager and vessels certificates will not be related to Greek Cyprus.

Clause 50,

Free qwct dues at Germany.

Exhibit 2

We ask you kindly to transfer above balance with value 23 November 2007 to:

Corresponding bank Bank of America N.Y. SWIFT, BOFAUSON

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Оептак 2100 Copenhagen 11, Sundkaj SVA gniqqid2 asltA

20\$6 476£ 9\$+ XEI 191: +42 3857 9400

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moo.gniqqiria-asita.www

Oate

Freight Recap

m.v. ARTEMIDA - C/P 16 August 2007

Demontage at ISKENDERUN

Commission:

2,50 % on freight, demurrage, dead freight 2,50 % on freight, demurrage, dead freight

E.& O.E.

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473,282,75

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Balance in Owners favour

Payment 12-09-07

Despatch at HAMBURG

1.531,1500 mt scrap at USD 51,00

Deadfreight

26.586,8950 mt scrap at USD 51,000

2007 23. November

telex: 22200 stias dk

Denmark DK-2840 Holle

clo M.K. Shipping Aps

Euro-Scrap Alliance B.V.

Beneficiary: Allas Shipping A/S Iban No: DK41 3000 3001 3552 75 Credit Account: No. 3000 3001 356275

SMILL CODE: DYBADKKK

DK-1090 Copenhagen K, Holmens Kanal 2, Dsuzke Bsuki

Denmark

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